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CADU'GAN, ERICA E				
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**Please find below and/or attached an Office communication concerning this application or proceeding.**

The time period for reply, if any, is set in the attached communication.

Notice of the Office communication was sent electronically on above-indicated "Notification Date" to the following e-mail address(es):

doctet@nutter.com

**Office Action Summary****Application No.**

10/823,081

**Applicant(s)**

ELWELL, TIMOTHY

**Examiner**

Erica E. Cadugan

**Art Unit**

3726

**-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --**  
**Period for Reply**

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

**Status**

- 1) ☒ Responsive to communication(s) filed on 04 January 2008.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

**Disposition of Claims**

- 4) ☒ Claim(s) 1,2,6-17,19-22 and 25-33 is/are pending in the application.
- 4a) Of the above claim(s) 28-33 is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1,2,6-17,19-22 and 25-27 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

**Application Papers**

- 9) ☒ The specification is objected to by the Examiner.
- 10) ☒ The drawing(s) filed on 13 April 2004 is/are: a) ☐ accepted or b) ☒ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

**Priority under 35 U.S.C. § 119**

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some \* c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
  2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
  3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

**Attachment(s)**

- 1) ☒ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☐ Information Disclosure Statement(s) (PTO/SB/08)  
Paper No(s)/Mail Date \_\_\_\_\_
- 4) ☐ Interview Summary (PTO-413)  
Paper No(s)/Mail Date \_\_\_\_\_
- 5) ☐ Notice of Informal Patent Application
- 6) ☐ Other: \_\_\_\_\_

### **DETAILED ACTION**

1. The text of those sections of Title 35, U.S. Code not included in this action can be found in a prior Office action.

#### ***Election/Restrictions***

2. Claims 28-33 are withdrawn from further consideration pursuant to 37 CFR 1.142(b) as being drawn to a nonelected invention, there being no allowable generic or linking claim. Election was made **without** traverse in the reply filed on December 14, 2006.

#### ***Drawings***

3. The drawings are objected to under 37 CFR 1.83(a). The drawings must show every feature of the invention specified in the claims. Therefore:

the embodiment wherein the “front and back sheets have different thicknesses” as set forth in claim 16;

the embodiment wherein the “front and back sheets are heat sealed at a top end of the dust jacket cover adjacent to the opening” of claim 20;

must be shown or the feature(s) canceled from the claim(s). No new matter should be entered.

Corrected drawing sheets in compliance with 37 CFR 1.121(d) are required in reply to the Office action to avoid abandonment of the application. Any amended replacement drawing sheet should include all of the figures appearing on the immediate prior version of the sheet, even if only one figure is being amended. The figure or figure number of an amended drawing should not be labeled as “amended.” If a drawing figure is to be canceled, the appropriate figure must be removed from the replacement sheet, and where necessary, the remaining figures must

be renumbered and appropriate changes made to the brief description of the several views of the drawings for consistency. Additional replacement sheets may be necessary to show the renumbering of the remaining figures. Each drawing sheet submitted after the filing date of an application must be labeled in the top margin as either "Replacement Sheet" or "New Sheet" pursuant to 37 CFR 1.121(d). If the changes are not accepted by the examiner, the applicant will be notified and informed of any required corrective action in the next Office action. The objection to the drawings will not be held in abeyance.

***Specification***

4. The specification is objected to as failing to provide proper antecedent basis for the claimed subject matter. See 37 CFR 1.75(d)(1) and MPEP § 608.01(o). Correction of the following is required:

The specification does not appear to teach/provide antecedent basis for the limitations that **the dust jacket 14 itself (as opposed to the dust jacket cover 10)** is made of "flexible polymeric material" as set forth in claims 11 and 26, is "resistant to infrared and ultraviolet light" as in claims 12 and 27; and is a "polyolefin" as in claim 13. Additionally, the specification as originally filed does not appear to provide antecedent basis for the limitation of claim 15 that the "front and back sheets have substantially the same thickness", nor the limitation of claim 16 that the "front and back sheets have different thicknesses". Additionally, the specification does not appear to provide antecedent basis for the limitation that the foldable flap 30 is adapted to be folded over the opening 12 such that any adhesive layer (such as either 26 or 32) "contacts the opening" 12 as now set forth in claim 1.

***Comment re Claim 17***

5. If, as it appears from Figures 2 and 4, for example, Applicant intends for two protective strips to be claimed, i.e., one for each of the first 26 and second 32 adhesive layers, Examiner suggests inserting --each of-- in claim 17, line 11 after "a protective strip removably disposed over" for clarity.

***Claim Rejections - 35 USC § 112***

6. The following is a quotation of the first paragraph of 35 U.S.C. 112:

The specification shall contain a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise, and exact terms as to enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to make and use the same and shall set forth the best mode contemplated by the inventor of carrying out his invention.

7. Claims 1-2 and 6-16 are rejected under 35 U.S.C. 112, first paragraph, as failing to comply with the written description requirement. The claim(s) contains subject matter which was not described in the specification in such a way as to reasonably convey to one skilled in the relevant art that the inventor(s), at the time the application was filed, had possession of the claimed invention.

Claim 1 as amended sets forth the limitation "the foldable flap being adapted to be folded over the opening such that the first adhesive layer contacts the opening to seal a dust jacket within the dust jacket receiving space". However, the specification as originally filed does not appear to teach this limitation.

It is noted that paragraph 020 teaches "[A]s a first step in the sealing process, shown in FIG. 5, the protective strip 28 is removed from the first adhesive strip 26 and the foldable flap 30 is folded over and beyond the opening 12" and "[I]n the illustrated embodiment, this folding action causes the first adhesive strip 26 to contact and seal upon front sheet 16".

Note that a teaching that the **cover** (emphasis added) is folded over the opening 12, and/or a teaching that that the first adhesive strip contacts the front sheet 16, is different than teaching that the first adhesive layer 26 “contacts the opening” 12 as is now set forth in claim 1.

8. Claims 2, 12 and 27 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

In claim 2, “the adhesive layer” lacks sufficient antecedent basis in the claim (plural adhesive layers previously set forth).

The term “resistant to infrared and ultraviolet light” in claims 12 and 27 is a relative term which renders the claim indefinite. The term “resistant to infrared and ultraviolet light” is not defined by the claim, the specification does not provide a standard for ascertaining the requisite degree, and one of ordinary skill in the art would not be reasonably apprised of the scope of the invention. It is noted that it is unclear what degree of blockage of the IR and UV rays constitutes “resistant” to IR and UV light.

***Claim Rejections - 35 USC § 102***

9. Claims 1-2, 6-13, 17, 19-22, and 25-27, any of which were rejected under 35 USC 112 above are as best understood, are rejected under 35 U.S.C. 102(b) as being anticipated by U.S. Pat. No. 6,270,256 to Todman.

Todman teaches an envelope-like security bag 6 formed of a transparent flexible thermoplastic sheet material such as polyethylene or polypropylene (see at least col. 2, lines 41-54), for example, wherein front and back “sheets” 3, 4 of a piece of sheet material are separated by a fold at the bottom and are heat welded/sealed to one another in a zone 5 that extends parallel

with and close to each of the longitudinal and lateral edges of the “cover” 6 (see Figures 1, 3-5, and col. 2, lines 41-54). A slit 8 in the “sheet” 3 provides an opening into a receiving space between the sheets 3, 4 (see Figures 1-5 and col. 2, lines 55-58, for example). A foldable flap 7 extends beyond the sheet 3 (see Figures 1-5). An adhesive layer 13 is covered by a protective strip 14. When the strip 14 is removed, the flap 7 is folded so as to cover the slit 8 and completely seal the bag 6 (see at least Figures 1-5 and col. 3, lines 1-30, for example).

Regarding the intended use of the cover/envelope/bag as being used to cover a “dust jacket”, it is noted that dust jackets, as do books, come in an infinitely wide range of sizes, and that the device taught by Todman is considered to be inherently capable of functioning to protect a dust jacket, simply by placing the dust jacket inside, removing the protective strip 14 to expose the adhesive 13, and folding the flap 7 to seal the device as described in at least col. 3, lines 15-30, for example.

Re the new limitation in claim 1 regarding “the foldable flap being adapted to be folded over the opening such that the first adhesive layer contacts the opening...”, see at least Figure 2 and col. 3, lines 20-28, for example.

Re claim 17, it is noted that the device also includes a second adhesive layer 10 that is “opposite” the first adhesive layer 13 as broadly claimed, the second adhesive layer being covered by a protective strip 14 or 9, for example.

Re claim 6, note that slit 8 is located adjacent the top end of the device as shown in Figures 1 and 3-5, and extends “substantially” along the width of the layer 3 (see Figures 1 and 3, for example). .

Re claims 10 and 25, see col. 3, lines 24-30, lines 46-66, and Figures 3-4, noting that Todman explicitly teaches that the bag is sealed “completely and there is no access opening whatsoever to the interior of the bag 6”, and thus, the device is considered to be “impermeable to air, water, moisture, and pests” when the flap is closed and adhered.

Re claims 11-13 and 26-27, as best understood from the present specification (paragraphs 022 and 023), it appears that Applicant intended for the claimed polymeric material to refer to the material of the protective dust jacket cover (10) and not to the material of the dust jacket (14) itself. Thus, as best understood re claims 11, 26, and 13, it is noted that Todman teaches that the material of the cover is a thermoplastic film such as polypropylene or polyethylene (col. 2, lines 41-44), and it is noted that both polypropylene and polyethylene are polyolefins. Furthermore, as broadly claimed re claims 12 and 27, the polypropylene and polyethylene are considered inherently to be at least in some small way to be “resistant” to IR and UV light.

It is noted that at least since the present disclosure teaches that polypropylene is used, the polypropylene taught by Todman is inherently considered to possess the properties of being resistant to infrared and ultraviolet light as claimed.

Re claim 20, firstly, it is noted that, as broadly claimed, any side of the bag device 6 shown in the figures can be considered to be the claimed “top end”, noting that the bag device 6 will function to hold its contents in any orientation and that the claims do not provide any further frame of reference that would distinguish the top end from any other end. That being said, it is noted that the front and back sheets 3, 4 are heat sealed at 5 along a top end thereof wherein the top end is as viewed in Figures 1 and 3-5 (see area 5 of Figure 2 as well as col. 2, lines 49-54



which teaches that area 5 includes an area parallel with and close to each of the longitudinal and lateral edges of the bag 6), adjacent to the slit or opening 8.

Re claims 21 and 22, it is noted that either of the sheets 3, 4 can be considered the "front", that either of the sheets 4, 3, respectively can be considered the "back" as broadly claimed. That being said, slit 8 is considered to be located as set forth in claims 21 and 22. Re claim 22, note that flap 7 is located "above" (above is as shown in Figures 1 and 3-5, for example) the slit 8.

10. Claims 1-2, 6-13, 17, 19-22, and 25-27, any of which were rejected under 35 USC 112 above are as best understood, are rejected under 35 U.S.C. 102(b) as being anticipated by U.S. Pat. No. 4,510,621 to Sak et al.

Sak et al. teaches a pouch (see title) that is transparent (see at least col. 4, lines 4-6, for example). The pouch includes transparent front and back sheets 12 and 14. It is noted that as claimed, either of sheets 12 and 14 can be considered the claimed "front" sheet, and the other of sheets 12 and 14 can be considered the claimed "back" sheet. The pouch includes four sealed sides. Specifically re claims **1, 7, 9, 19, 20**, see the heat seals shown at 20, 18, 16, and 16 between the sheets 12, 14 as shown in Figures 1-2 and 4-9, as well as described in at least col. 5, lines 26-28, for example, or alternatively **re claims 8 and 17**, for example, note that re the bottom seal 20, instead of a bottom heat seal, the front and back sheets 12 and 14 can be integral with one another and the bottom end can be formed by a fold 20' between the sheets 12 and 14 (see Figure 3 as well as at least col. 5, lines 26-35).

A slit or "opening" 22 is formed in the sheet 12, and is in communication with the space between the two sheets 12, 14 (see at least Figures 2 and 6, for example, as well as col. 5, lines 36-38, for example).

The sheet 14 includes a foldable flap portion at a top end thereof (see at least Figure 4, for example).

Sak also teaches multiple adhesive layers, such as, for example, 46 and 46, shown in the embodiment of Figure 6, wherein one of the adhesive layers 46 is on a portion of the surface of the aforescribed "foldable flap" of sheet 14, and wherein the other adhesive layer 46 is "formed opposite" (as broadly claimed) the adhesive layer on the flap (note that alternatively, there are additional adhesive layers 44 and 44, either of which can also be considered to be "formed" opposite" the adhesive layer 44 on the foldable flap portion of 14, see Figure 6, also at least col. 7, lines 53-65, for example). Note that the top (top being with respect to the vertical direction in the frame of reference of Figure 6) of the two layers 44 is located on an "opposite" side of member 42 from the top of the two adhesive layers 46. Also note that when the flap is folded over to close the pouch, either of the two top layers 44, 46 are "opposite" either of the two bottom layers 44, 46, for example.

Re the limitation in claim 1 re "the foldable flap being adapted to be folded over the opening such that the first adhesive layer contacts the opening to seal...", it is noted that, at least by virtue of the space between the top or uppermost (in the vertical direction of Figure 6) adhesive layer 46 from the slit or "opening" 22, particularly noting the flexibility of the sheets, since they are made of polyolefinic plastic film (col. 4, lines 4-10) on the order of "a fraction of a mil to several mils" thick (col. 4, lines 35-44, drawings not to scale as per col. 4), it is considered

to be inherent that the flap is able to be folded over the “opening” 22 such that the uppermost of the two 46 adhesive layers contacts the “opening” 22.

Regarding the intended use of the cover/envelope/bag as being used to cover a “dust jacket”, it is noted that dust jackets, as do books, come in an infinitely wide range of sizes, and that the device taught by Sak is considered to be inherently capable of functioning to protect a dust jacket, simply by placing the dust jacket inside, removing the protective strip 48 to expose the adhesive 46, and folding the flap to seal the device, for example.

Regarding claims 2 and 17, note that there are two removable release or protective strips 48 over the two 46 layers of adhesive (Figure 6, col. 7, line 65 through col. 8, line 4, for example).

Re claim 6, see Figure 1, noting that the slit is formed adjacent a top end of the pouch, and extends “substantially” along the width of layer 12.

Re claims 10 and 25, see at least col. 1, lines 40-48, noting that Sak explicitly teaches that the closing seal formed in the pouch after an article has been inserted therein needs to be of high integrity and prevent the passage of contaminants, and further teaches that the pouch materials 12 and 14 are plastic as described previously, which is either heat sealed on four sides (Figures 2), or heat sealed on three sides with a fold 20' on the fourth side (Figure 3), and thus, the device is considered to be “impermeable to air, water, moisture, and pests” when the flap is closed and adhered.

Re claims 11-13 and 26-27, as best understood from the present specification (paragraphs 022 and 023), it appears that Applicant intended for the claimed polymeric material to refer to the material of the protective dust jacket cover (10) and not to the material of the dust jacket (14)

itself. Thus, as best understood re claims 11, 26, and 13, it is noted that Sak teaches the intended claim limitation, noting that the material of the sheets 12, 14 is a polyolefinic transparent plastic film such as polyethylene, polypropylene or blends thereof (at least col. 5, lines 4-7).

Furthermore, as broadly claimed re claims 12 and 27, the polypropylene and polyethylene are considered inherently to be at least in some small way to be “resistant” to IR and UV light.

It is noted that at least since the present disclosure also teaches that polypropylene is used, the polypropylene taught by Sak is inherently considered to possess the properties of being resistant to infrared and ultraviolet light as claimed.

Re claim 20, note the heat seal 18 is at a top end of the pouch and is “adjacent” to the “opening” 22.

Re claim 21, note that sheet 12 can be considered to be the “front” portion as claimed, and the slit 22 is formed in the portion 12 adjacent “at least a portion” of the side ends as well as adjacent the top end, for example.

Re claim 22, as set forth in the claim, sheet 12 can alternatively be considered to form the claimed “back portion”, and the slit 22 is located adjacent the top end of the pouch, and the foldable flap is disposed above the slit 22.

### ***Claim Rejections - 35 USC § 103***

11. Claims 14-15, as best understood, are rejected under 35 U.S.C. 103(a) as being unpatentable over U.S. Pat. No. 6,270,256 to Todman as applied to at least claim 1 above.

Todman teaches all aspects of the presently-claimed invention as set forth above.

Additionally, re claim 15, Todman does teach that the front and back sheets 3, 4 are formed from the same piece of material to create a fold at the bottom of the “cover” (see col. 2,

lines 41-54), and thus, since the front and back sheets would thus be from the same piece of material, they are considered to have “substantially the same thickness” as set forth in claim 15.

However, Todman is silent as to the value or range of values of the thicknesses of the sheets 3, 4, and thus does not explicitly teach that the thicknesses of the sheets are “in the range of about 1 to about 1.4 mils” as set forth in claim 14.

However, re claim 14, particularly absent any criticality alleged, it would have been obvious to one having ordinary skill in the art at the time the invention was made to have made the range of thicknesses any thin range as was desired or expedient to an end user, including within the claimed range of about 1 to about 1.4 mils, particularly since it appears that Todman’s envelope/bag/cover would function as intended with thicknesses in that range or within the undisclosed range of Todman’s device (noting that they are both configured as an envelope/bag), since it has been held that where the general conditions of a claim are disclosed in the prior art, discovering the optimum or workable ranges involves only routine skill in the art. In re Aller, 105 USPQ 233.

12. Claims 14-16, any of which were rejected under 35 USC 112 above are as best understood, are rejected under 35 U.S.C. 103(a) as being unpatentable over U.S. Pat. No. 4,510,621 to Sak et al. as applied to at least claim 1 above.

Sak teaches all aspects of the presently-claimed invention as set forth above. Additionally, note that Sak explicitly teaches that the various components of the pouch ordinarily have thicknesses “on the order of a fraction of a mil to several mils” (col. 4, lines 35-44, for example), but is silent as to the specific value or range of values (i.e., does not specifically quantify what is meant by a “fraction” or “several”) of the thicknesses of the sheets 12, 14, and

thus, while it does appear that the claimed range of “about 1 to about 1.4 mils” would be encompassed within the described range of “a fraction of a mil to several mils”, Sak does not explicitly teach that the thicknesses of the sheets are “in the range of about 1 to about 1.4 mils” as set forth in claim 14.

Re claim 15, Sak does teach that the front and back sheets 12, 14 can be formed from the same piece of material to create a fold 20' at the bottom of the pouch (Figure 3, col. 5, lines 26-35), and thus, since the front and back sheets would thus be from the same piece of material, they are considered to have “substantially the same thickness” as set forth in claim 15.

Re claim 16, Sak does teach embodiments wherein the front and back sheets 12, 14 are formed of separate pieces of material that are heat sealed at the bottom 20, sides 16, and top 18 (Figure 2, col. 5, lines 26-35), but is silent as to whether or not the two pieces of material have different thicknesses as set forth in claim 16.

Therefore, re claim 14, particularly absent any criticality alleged, it would have been obvious to one having ordinary skill in the art at the time the invention was made to have made the range of thicknesses any thin range as was desired or expedient to an end user, including within the claimed range of about 1 to about 1.4 mils, particularly since it appears that the claimed range is within Sak's disclosed range of thicknesses, particularly since it has been held that where the general conditions of a claim are disclosed in the prior art, discovering the optimum or workable ranges involves only routine skill in the art. In re Aller, 105 USPQ 233.

Similarly, re claim 16, Applicant has not alleged any criticality to the thickness of the two sheets being different (indeed noting that present claim 15 sets forth that the two sheets have substantially the same thickness).

Therefore, it would have been an obvious matter of design choice to one having ordinary skill in the art at the time the invention was made to have made the two sheets in the embodiment of Figure 2 be of different thicknesses because Applicant has not alleged any criticality to such a feature, nor indicated that such a feature provides an advantage, is used for a particular purpose, or solves a stated problem, and because it would be within the ordinary skill in the art to make the thicknesses of the two sheets whatever value was desired or expedient to an end user, including thicknesses that differed at least slightly, noting also that both Sak's device as well as the device of the present invention would work equally well with sheets of the same thickness or with sheets of at least slightly different thicknesses, i.e., the ability of the pouch to seal a dust jacket or other sheet within would be unaffected by making the two thicknesses differ slightly or by making the two thicknesses the same.

### ***Response to Arguments***

13. Many of Applicant's arguments with respect to the claims have been rendered moot in view of the new ground(s) of rejection (based on Sak).

However, Examiner will address any arguments to the extent to which they are still pertinent.

Regarding the objection to the drawings for failing to show the claimed subject matter of claims 16 and 20, Applicant has asserted the following:

Applicants traverse the objections to claim 16 and 20. 37 CFR § 1.83 does not absolutely require that every feature of the claimed invention be illustrated. Rather, the first sentence of 37 CFR § 1.83 is qualified by the statement that it is not necessary to illustrate "conventional" features for which an illustration is not needed to gain a proper understanding of the invention. With regard to claim 16, one skilled in the art clearly will understand the concept of front and back sheets having different thicknesses without an illustration of this feature. The same is true for claim 20, which requires the top end of

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the dust jacket cover to be heat sealed. This is especially true in view of FIG. 4, which could be interpreted to show a heat sealed top portion.

However, this is not persuasive. What 37 CFR 1.83(a) actually sets forth is as follows:

(a) The drawing in a nonprovisional application must show every feature of the invention specified in the claims. However, conventional features disclosed in the description and claims, where their detailed illustration is not essential for a proper understanding of the invention, should be illustrated in the drawing in the form of a graphical drawing symbol or a labeled representation (e.g., a labeled rectangular box). In addition, tables and sequence listings that are included in the specification are, except for applications filed under 35 U.S.C. 371, not permitted to be included in the drawings.

In other words, if the subject matter of the claims is such that it is capable of being shown in a drawing, it must be shown, whether graphically/schematically or in a detailed illustration.

Thus, Applicant's assertions are not persuasive, and the objection to the drawings stands.

Regarding the objection to the specification for failing to provide antecedent basis for the claim limitations re the "flexible polymeric material" and the resistance to infrared and ultraviolet light and thickness of the sheets, Applicant has asserted the following:

Applicant traverses the objections to the specification and submits that all claimed features are fully supported. Support for a "flexible polymeric material" can be found in paragraph [0022] of the published application while support for resistance to infrared and ultraviolet light" can be found at paragraph [0023] of the published application. Paragraph [0024] of the published application provides support for the thickness of the sheets. Claim amendments and/or cancellations obviate the remaining objection s made by the Examiner.

However, this is not persuasive.

Re the "flexible polymeric material", note that claims 11 and 26 set forth that "the **dust jacket**" (i.e., element 14) is made from a flexible polymeric material". The dust jacket is element 14 and is what is placed inside the dust jacket **cover** 10 (see Figure 4, for example).



Paragraph 022 teaches that the protective dust jacket cover (i.e., element 10) is made from such flexible polymeric material. Paragraph 022 does not teach that the "dust jacket" (i.e., element 14) is made from a flexible polymeric material, and thus does not provide support for such a limitation in claims 10 and 26. A similar situation exists regarding the limitations about the infrared and ultraviolet light resistance, noting that again, paragraph 022 provides a teaching about the cover 10 being resistant, but does not provide a teaching about the dust jacket 14 itself (which is what is claimed) being resistant.

Regarding the thicknesses, what paragraph 024 teaches is as follows:

[024] The cover may be formed in a variety of thicknesses. In an exemplary embodiment, the thickness is in the range of about 1 to 1.4 mils, and most preferably about 1.2 mils.

Note that this, in and of itself, is not a teaching that the "front and back sheets have substantially the same thickness" as set forth in claim 15, nor is it a teaching, in and of itself, that "the front and back sheets have different thicknesses".

Examiner notes that these issues are related to an objection to the specification for failing to provide antecedent basis for various claim limitations, i.e., there was no issue being raised with respect to 35 USC 112, first paragraph. Re the material of the dust jacket vs. the dust jacket cover, Examiner suggests inserting the word —cover— in claim 11, line 1, after "dust jacket", and likewise in claim 26, line 1, after "dust jacket". Re the thicknesses of the materials, it is noted that these limitations were present in the claims as originally filed, and that the objection to the specification for failing to provide antecedent basis for the limitations in the claims re the thicknesses of the material can be overcome by inserting the language of the original claims 15 and 16 into the specification.

Re the rejection under 35 USC 112, second paragraph of claims 12 and 27 regarding the limitation “resistant to infrared and ultraviolet light”, Applicant has asserted that “[T]his is an inherent property of the materials used, and one skilled in the art will clearly appreciate the scope of the invention”.

However, this is not persuasive.

It is agreed that the term “resistant to infrared and ultraviolet light” is a material property. The specification in paragraph 022 teaches that “the flexible polymer is impervious to ultraviolet light and infrared light”. However, neither the specification nor the claims quantify what is meant by “resistant” to infrared and ultraviolet light, i.e., neither the specification nor the claims set forth any sort of limit on exactly what degree of resistance to infrared and ultraviolet light constitutes “resistant”, thus rendering the scope of the claims unclear.

Regarding the previous rejections based on GB 2132585 (GB ‘585 ), it is noted that the rejections based on GB ‘585 were withdrawn at least because GB ‘585 does not teach “a second adhesive layer formed opposite the first adhesive layer” as now set forth in claims 1 and 17.

Regarding the Todman reference, firstly, Applicant has asserted that “it is not clear from the drawings or the description of Todman whether the opening 8 is formed in one of the sheets or whether, like the GB reference, it is formed as a result of size differential in the sheets”.

However, this is not persuasive. See Figures 1-5 of the Todman reference, particularly noting that opening 8 is formed in portion or sheet 3 (this is particularly visible in Figure 2). Also, note that Todman explicitly teaches that 8 is a “slit” that “extends across the first portion 3” (col. 2, lines 55-9).

Additionally, Applicant has asserted that “Todman fails to disclose first and second adhesive layers formed opposite each other”.

However, this is not persuasive. Note that the two adhesive layers 13 and 10 described in the rejection based on the Todman reference are, as broadly claimed “opposite” one another, noting that at the very least, they are on opposite sides of element 11 (see Figure 2).

Additionally, Applicant has asserted the following:

Claim 1 further requires that the first adhesive layer be adapted to be folded over the opening to contact the opening. No such structure is disclosed by Todman.

However, this is not persuasive. The new matter issues described in detail in the above rejection based on 35 USC 112, first paragraph regarding this new limitation aside for a moment, attention is directed to at least Figures 2, 4 and 5 of Todman, firstly noting that all that is required by the claim language is that the flap be capable of being folded over the opening such that the first layer of adhesive contacts the opening, and that by virtue of the spacing between the adhesive layer 13 and the slit 8, the flap is considered to have that capability, simply by peeling off the protective strip 14 and folding the flap at a desired distance such that at least a portion of the adhesive layer 13 contacted the slit 8. Secondly, see at least col. 3, lines 20-28, where Todman teaches that when the flap portion 7 is brought down on sheet 3, the tape straddles the slit 8, i.e., thus, it (and the adhesive thereof) would cover and “contact” the slit.

Applicant asserts that with respect to the obviousness rejections made based on the Todman reference, the same arguments likewise apply. The same responses to those arguments set forth above likewise apply.

***Conclusion***

14. Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

15. Any prior art made of record and not relied upon is considered pertinent to applicant's disclosure.

16. Any inquiry concerning this communication or earlier communications from the examiner should be directed to Erica E. Cadugan whose telephone number is (571) 272-4474. The examiner can normally be reached on Monday-Thursday, 5:30 a.m. to 4:00 p.m..

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, David P. Bryant can be reached on (571) 272-4526. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications

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may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

/Erica E Cadugan/  
Primary Examiner  
Art Unit 3726

cec  
July 16, 2008